



Commonwealth of Virginia
Virginia Information Technologies Agency

CENTREX-TYPE LOCAL EXCHANGE SERVICES VDOT'S RECIDENCY OFFICE SOUTH HILL, VA

Optional Use Contract

Date: April 29, 2005

Contract #: VA-010621-SPNT

Authorized User: Commonwealth of Virginia Authorized Users for Telecommunications Services as identified by VITA and Sprint

Contractor: Sprint

FIN: 47-0537145

Contact Person: Barry Pendleton
2211 Hydraulic Road
Charlottesville, VA 22901
Phone: 804-971-2446

Term: June 21, 2005 – June 20, 2006

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Joe Parr, CPPO, VCO
Senior Technical Sourcing Consultant
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov
Fax: 804-371-5969

Doug Leslie
Technical Sourcing Consultant
Phone: 804-371-5213
E-Mail: doug.leslie@vita.virginia.gov

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

CONTRACT #VA-010621-SPNT

EXTRACT CHANGE LOG

[illegible]

**MODIFICATION #4
TO
CONTRACT NUMBER VA-010621-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT**

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010621-SPNT, as amended. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-010621-SPNT.

Both of the above referenced parties agree to the following:

Reference: Page C-10; paragraph 31, entitled "Term"

The term of Contract VA-010621-SPNT shall be extended from June 21, 2005 through June 20, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010621-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT

BY: 

NAME: JOHN BAHRING

TITLE: SR Contract Administrator

DATE: 4-27-2005

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 4/28/05

**MODIFICATION #3
TO
CONTRACT NUMBER VA-010621-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010621-SPNT, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-010621-SPNT.

Both of the above referenced parties agree to the following:

Reference: Page C-10; paragraph 31, entitled "Term"

The term of Contract VA-010621-SPNT shall be extended from June 21, 2004 through June 20, 2005.

Reference: Page C-5, Paragraph 16 entitled "Changes to the Contract":

The Virginia General Assembly passed legislation that abolished the Department of Information Technology (DIT) as of July 1, 2003. All activities and functions of DIT have been consolidated into a new agency that is the Virginia Information Technologies Agency (VITA). Therefore, for purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010621-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT

BY: Cathy J. Bryant

NAME: Cathy J. Bryant

TITLE: Vice President, State Gov't

DATE: May 27, 2004

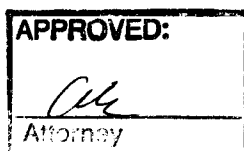
COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 5/28/04



**MODIFICATION #2
TO
CONTRACT NUMBER VA-010621-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010621-SPNT, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-010621-SPNT.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract renewal.

Reference: Page C-10; paragraph 31, entitled "Term"

Both above-referenced parties hereby agree to extend the term of Contract VA-010621-SPNT as specified in the above reference, from June 21, 2003 through June 20, 2004.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010621-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT

BY: Mike Frantz
NAME: Mike Frantz
TITLE: Sales Admin. Mgr.
DATE: 5-2-03

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason
NAME: Robert E. Gleason
TITLE: Technology Contracts Mgr
DATE: 5/6/03

**MODIFICATION #1
TO
CONTRACT NUMBER VA-010621-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010621-SPNT, as amended. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-010621-SPNT.

The purpose of this Modification #1 is to document both parties' agreement concerning Contract price adjustments.

Reference: Page C-10; paragraph 30, entitled "Price Protection/Adjustments"

In accordance with the above-mentioned reference, both parties hereby agree to revise the following Contract monthly charges, on each ISDN, CENTREX, and/or Business line, effective September 1, 2002:

- a. Add the FCC-imposed Universal Service Fund ("USF") charge of \$0.50.
- b. Reduce the FCC-imposed Federal Subscriber Line Charge ("Federal Access Charge") from the current rate of \$8.76 to \$6.45.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010621-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT

BY: Wanda A. Smith

NAME: WANDA SMITH
TITLE: SALES ADMINISTRATION MANAGER


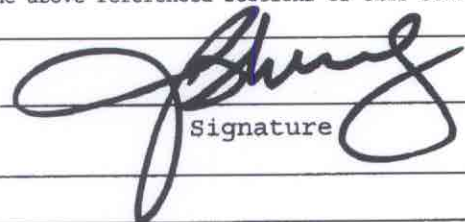
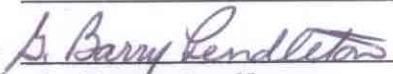
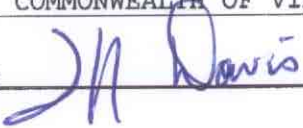
DATE: 11/20/02

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason

NAME: Robert E. Gleason
TITLE: Contracts Engineer

DATE: August 22, 2002

| | | | | | | |
|---|------------|--|--|--------|-----------------|--|
| SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMUNICATIONS | | | | | FIN: 47-0537145 | |
| 1. Contract No: | 2. IFB No: | 3. Date Issued: | Date Due: | 4. APR | 5. Approval No: | |
| VA-010621-SPNT | 2001-031 | May 24, 2001 | Jun 14, 2001 | 78 | C77 | |
| For Information Call: David Butler (804) 371-5521 | | | | | | |
| 6. ISSUING OFFICE: | | | 7. SHIP TO: | | | |
| Department of Information Technology Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section | | | Dept. of Info Technology ATTN: Stuart Thacker 110 S. 7th Street, 1st Floor Richmond, VA 23219 | | | |
| SOLICITATION | | | | | | |
| 8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Jun 14, 2001. | | | | | | |
| CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions | | | | | | |
| This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 9; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-17; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference. | | | | | | |
| Offers will be publicly opened at: 2:10 p.m. local time Jun 14, 2001, in the ASD Conference Room, 110 South 7th Street, Lobby Floor. | | | | | | |
| All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation. | | | | | | |
|  Paul H. Dodson, Director Acquisition Services | | |  Signature | | | |
| OFFER | | | | | | |
| In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule. | | | | | | |
| 9. CONTRACTOR: Central Telephone Company of Virginia dba Sprint | | | 10. BILL TO: | | | |
| Company Name: 2211 Hydraulic Road | | | Dept. of Info Technology | | | |
| Address: | | | ATTN: Accounts Payable | | | |
| City, State: Charlottesville, VA 22901 | | | 110 S. 7th Street, 3rd Floor | | | |
| Signature:  | | | Richmond, VA 23219 | | | |
| Name (Typed): G. Barry Pendleton | | | | | | |
| Title: General Manager - Sales | | | | | | |
| Phone: 804-971-2446 | | | | | | |
| AWARD | | | | | | |
| 11. Accepted as to Item Numbers: | | | 12. Amount: | | 13. Award Date: | |
| see award letter | | | per TSO | | June 21, 2001 | |
| 14. Name of Contracting Officer: | | 15. COMMONWEALTH OF VIRGINIA | | | PAGES: | |
| Jeff Davis Contracts Manager | | By:  | | | 1 of 9 | |

| DIT-62A | | SCHEDULE | | IFB NO. | Page: |
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| 01/15/91 | | | | 01-031 | 2 of 9 |
| NAME OF CONTRACTOR | | | REQUIRED DELIVERY DATE: | | INITIALS |
| | | | (RDD) 30 DAYS ARO | | |
| ITEM NO | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTEND PRICE |
| | The Commonwealth of Virginia desires to purchase the following services: | | | | |
| 1. | Analog Centrex Lines (Monthly Rate) | 5 | mo. | 12.10 | 60.50 |
| 2. | Digital Centrex Lines (Monthly Rate) | 36 | mo. | 12.10 | 435.60 |
| 3. | Software only numbers | 4 | mo. | 1.00 | 4.00 |
| 4. | DID/DOD Centrex Trunks (Monthly Rate) NAR | 12 | mo. | 33.61 | 403.32 |
| 5. | Voice Mailboxes (Monthly Rate) | 13 | mo. | 7.95 | 103.35 |
| | SUBTOTAL - Monthly Service Charges (Items #1-#5) | | | | 1006.77 |
| 6. | FSLC (monthly rate per trunk) | 12 | mo. | 8.76 | 105.12 |
| 7. | Va. Relay (monthly rate per trunk) | 12 | mo. | 0.10 | 1.20 |
| 8. | Additional Miscellaneous Monthly Charges (See Note #15.a. for Price Quote Requirements) | 1 | lot* | 36.25 | *36.25 |
| | * (per line - see attachment A) | | | | 142.57 |
| | SUBTOTAL - Monthly Recurring Costs (Items #6-#8) | | | | 13,792.08 |
| | SUBTOTAL - Annual Recurring Costs = (12 x Line Items #1-#8) | | | | |
| 9. | Price to install Analog Centrex Lines See Attachment B | 5 | ea. | 207.07 | 1035.35 |
| 10. | Price to install Digital Centrex Lines See Attachment B | 36 | ea. | 207.07 | 7454.52 |
| 11. | Price to install Software only numbers | 4 | ea. | 2.00 | 8.00 |
| 12. | Price to install Voice Mailboxes See Attachment B | 1 | ea. | 132.07 | 132.07 |
| | SUBTOTAL - Installation charges (Items #9-#12) | | | | 8629.94 |
| 13. | PIC Change Charge (per line) | 41 | ea. | 5.00 | 205.00 |
| 14. | Service Order Charges | 1 | ea. | 29.81 | 29.81 |
| | SUBTOTAL - Additional Miscellaneous Non-Recurring charges (Items #13-#14) See Note #15.b. | | | | 234.81 |
| | TOTAL (SUBTOTALS - Annual Recurring Cost + Installation Costs + Non-Recurring Costs) | | | | 22,656.83 |

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| NAME OF CONTRACTOR | | | REQUIRED DELIVERY DATE: | | INITIALS | | |
| | | | (RDD) 30 DAYS ARO | | | | |
| ITEM NO | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTEND PRICE | | |
| | <p>Voice mailboxes must provide 15 minutes of storage for recorded messages and 2 minutes of storage for a recorded message.</p> <p>Contractor shall deliver and install all analog and digital Centrex lines with DTMF and loop start signaling in accordance with the Mandatory Technical Requirements in Attachment A.</p> <p>VDOT will provide Nortel Meridian Business Sets model #M5316. Two of the model #M5316 digital telephone sets will be equipped with Nortel model #M522 Meridian Mate Expansion modules.</p> <p>Each Centrex line shall be configured to display the Caller Identification (Caller ID) on calls originating from the PSTN over the display module of each model #M5316 digital telephone set.</p> <p>Bidders: State in the space provided below the detailed description and unit price of any mandated fees or surcharges required by the FCC or State Corporation Commission that are not listed above and are required to be passed on to customers. In addition, provide documentation of the FCC/SCC requirement with your bid response.</p> <p>NOTE: Number portability is required for the following number ranges:</p> <p>804/774-2300 through 2345 804/774-2828 through 2829</p> <p>*IMPORTANT: The Commonwealth is exempt from paying E-911 tax, refer to Page 6 or 9, paragraph #13 of this solicitation.</p> | | | | | | |

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| NAME OF CONTRACTOR | | REQUIRED DELIVERY DATE: | | INITIALS |
| | | (RDD) 30 DAYS ARO | | |

1. The Department of Information Technology (DIT) is soliciting bids from responsive and responsible Bidders for the establishment of a requirements-type contract, with firm fixed prices, for the delivery and installation of Centrex-type local exchange telephone service for the Virginia Department of Transportation Residency Office located in South Hill, Virginia .
2. Award, if made, will be to the responsive and responsible Bidder with the lowest total one-year price for the items listed on the Price Schedule (page 2 of this solicitation). The Commonwealth reserves the right to purchase additional quantities of the items listed at the price quoted or less at any time during the term of the contract or its extended periods, if any.
3. This solicitation identifies the services that the Contractor must be capable of providing during the term of the contract. Although the Price Schedule specifies the quantities and types of services the Commonwealth anticipates initially procuring, the state offers the successful Bidder no guarantees or assurance that any minimum quantity of the services listed will be purchased or, if purchased, will remain in service for any minimum period of time.
4. The term of the contract awarded as the result of this solicitation shall be for two (2) years. The Commonwealth, at its sole discretion, reserves the right to extend the contract, at the prices quoted or less, for up to three (3) additional one (1) year periods. Should the Commonwealth elect to exercise this option, the Contractor will be notified of the State's decision not less than thirty (30) days prior to the expiration of the initial contract or its subsequent extension period(s).
5. The results of this solicitation will not be given out by telephone. Vendors who wish to receive a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and the IFB number. Results will be made available after a decision is made.
6. To be eligible to bid, Bidders must be currently authorized by the Virginia State Corporation Commission (SCC) to provide local exchange telephone service within the city of South Hill, Virginia.
7. VENDORS THAT ARE NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT), ACQUISITION SERVICES DIVISION (ASD), WILL NOT BE CONSIDERED FOR AN AWARD. A registration form must be on file or received by ASD not later than the award date. Vendors may obtain a registration form by calling (804) 371-5900 or by visiting DIT's web site at <http://asd/state.va.us>.
8. The above web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly.

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9. Bidder's attention is directed to Section 2.b, page s-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation for Bids. If you received the notice announcing this bid in the initial mailing from DIT, your address label will reflect the FIN number on our file for your company. Please place this number in the space provided on page 1. If the number is incorrect, please provide us the incorrect number and the correct number and we will revise your registration to reflect the correct number. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

10. Required Service Delivery Intervals - Initial Service

Immediately after contract award, DIT will submit Telecommunications Service Orders (TSOs) to the Contractor for delivery and installation of the services initially required at the following locations:

Virginia Department of Transportation (VDOT)
Residency Office
1013 W. Atlantic Street
South Hill, VA 23970

The Contractor shall install and make the initially required Centrex and Voice Mail services described in Attachment A, Mandatory Technical Requirements (Centrex) fully operational within thirty (30) calendar days after receipt of a properly executed Telecommunications Service Order from DIT.

NOTE: See Attachment B, for a sample copy of the State's Telecommunications Service Order form.

11. Required Service Delivery Intervals - Additional Service

Once the initial service has been installed by the Contractor and accepted by the Commonwealth at the location specified, the Contractor, upon receipt of a properly submitted Telecommunications Service Order from DIT, shall deliver and install additional service, make changes to in-place services, and/or de-install or disconnect existing service in accordance with the following time-frames:

- a. Service orders involving up to ten (10) Centrex lines shall be completed within ten (10) calendar days after receipt of the order from DIT.
- b. Service orders involving up to thirty (30) Centrex lines shall be completed within twenty (20) calendar days after receipt of the order from DIT.

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| | | (RDD) 30 DAYS ARO | |

Paragraph #11 Continued:

- c. Upon receipt of a service order from the state involving more than thirty (30) lines, the Contractor shall contact the Service Order Representative listed on the order to negotiate a mutually acceptable date completing the requested work.

12. It is the responsibility of the Bidders to understand all requirements and specifications contained in this solicitation. All questions and/or comments concerning the requirements, specifications, or other information provided in this solicitation must be submitted in writing to the Issuing Office to the attention of David H. Butler. Written questions may be submitted via FAX to (804) 371-5969 or e-mail, at dbutler@dit.state.va.us not later than June 8, 2001.

13. Please note that the Commonwealth is exempt from paying E-911 charges. Bidders shall not include such charges in their bid response and any inclusion of E-911 charges shall result in the Bidder's response being declared non-responsive.

14. Site Visits

- a. Bidders are encouraged to visit the sites to become familiar with the requirements of the installation. Bidders may arrange to visit the VDOT location by contacting Ms. Mary Tatum at (804) 774-2311.
- b. All site visits must be scheduled in advance of any of the Bidder's personnel arriving at the location. Bidder's personnel that arrive at the sites without scheduling the visit in advance may be denied access to the facilities.

15. Mandatory Bid Response Requirements

- a. In line item #8 on the Price Schedule entitled, "Additional Miscellaneous Monthly Charges", Bidders shall provide the total monthly cost of all charges, surcharges, fees, for intercom, call hold, call transfer, consultation hold, 3-way calling {conference}, call forwarding busy, no-answer and caller ID, etc., if any, the Commonwealth will incur in addition to the monthly costs quoted for utilization of the services specified on the Price Schedule. On a separate sheet submitted with their bids, Bidders shall provide an itemized listing and unit prices for each of the pricing elements included in the "Additional Miscellaneous Monthly Charges" quoted on the Price Schedule. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid, i.e., "cost per line per month, cost per trunk per month, etc."

NOTE: BIDDERS SHALL INCLUDE WITHIN THIS CATEGORY ALL APPLICABLE MONTHLY CHARGES LEVIED BY ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE DELIVERY OF THE SERVICES SPECIFIED IN THIS SOLICITATION.

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Paragraph #15 Continued:

- b. In the space of the Price Schedule entitled, "Additional Miscellaneous Non-recurring Charges:, Bidders shall provide the total additional one-time costs, if any, the Commonwealth will incur, in addition to the non-recurring installation costs listed on the Price Schedule, when ordering service from the contract. On the separate sheet required above, Bidders shall provide an itemized listing and unit prices for each of the pricing elements included in the "Additional Miscellaneous Non-Recurring Charges" quoted on the Price Schedule. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid, i.e., "cost per service order, cost per day, construction costs, etc."
16. The Contractor shall provide a single point of contact for the reporting of service problems encountered by the Commonwealth while using the services. The point of contact shall be staffed and available twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays.
17. The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service due to service failures and disruptions for four (4) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which the state is denied access to the service.
18. Bidders shall provide a separate detailed list of the additional Centrex and Voice Mail services and features, if any, that are available with the services specified herein at no additional cost to the Commonwealth.
19. The Commonwealth reserves the option to avail itself of any of the additional Centrex and/or Voice Mail features/services offered by the Bidder in response to paragraph 19 above at any time during the initial term of the contract or its subsequent renewal periods.
20. Mandatory Installation Requirements
 - a. The Contractor shall terminate all cable pairs on a Contractor provided RJ-21X network interfact device (NID) located in the building telecommunications equipment room. The NID shall be labeled with the seven (7) digit telephone number to clearly identify the location of each Centrex line on the interface. The NID shall be located in the facility's building main telecommunications equipment room.

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| | (RDD) 30 DAYS ARO | | |

Paragraph 21. Continued:

Additionally the Contractor shall provide and install fast-acting gas-tube transient voltage surge suppressors on each line installed in the facility. The Commonwealth will not accept carbon block protectors as secondary protection.

NOTE: The Commonwealth will be responsible for all intra-building cabling from the NID to the telecommunications outlets for telephone sets, fax machines, etc.

- b. During the course of the installation, the Contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems become necessary to complete the installation of the new service, the Contractor shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the state to have the modifications completed.
- c. The Contractor shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to install the services at the location specified on the Telecommunications Service Order issued by DIT.

21. Mandatory Training Requirements

- a. The Contractor shall be responsible for providing hands-on training on the use of the service for all agency users. Training shall be provided using fully functional Centrex service and telephone equipment provided by the agency. The provision of the training shall be coordinated directly with the user agency.
- b. Training Material - customized training material, i.e., operation manuals, instruction cards, logs, etc., shall be provided in conjunction with a verbal explanation of the system features and configuration.
- c. All costs for training and training materials shall be included in the basic costs of services to be provided.

22. Telecommunications Service Order (TSO) Processing

- a. DIT reserves the exclusive authority to order service from the contract that results from this solicitation. All requests for service under the contract will be submitted to the Contractor on a Department of Information Technology "Telecommunications Service Order (TSO)" that has been signed by an authorized "Ordering Officer" appointed by DIT's Contracts Manager.

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Paragraph 23. Continued:

- b. All additional instructions pertaining to TSOs are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Telecommunications Service Orders (TSO)".

23. Mandatory Billing and Invoicing Requirements

- a. All charges must be identified at the lowest level of detail (i.e., phone level).
- b. No invoice may include any costs other than those identified in the Schedule.
- c. No bill or invoice will be paid without adequate billing details.
- d. If available, charges should be provided on electronic media at the detail level.
- e. Contractor must deliver one consolidated bill for all services to DIT.

All additional instructions pertaining to invoices and billing are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Invoices".

- 24. Bidder's attention is directed to the Code of Virginia 56-234. The Commonwealth is procuring Services as identified and provisioned under this Contract. The only Terms and Conditions governing the purchase and provision of the Services, are contained herein. Any bid response that purports to supply Services in whole or in part under different Terms and Conditions, shall be considered non-responsive.

IN THE SPACE BELOW, BIDDERS SHALL PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE WARRANTY SERVICE ORGANIZATION.

ATTACHMENT A

Mandatory Technical Requirements - Centrex

1. Line Types – configured for DTMF and loop start signaling
 - a. Analog – configured for use with telephone industry standard 2500-type telephone sets.
 - b. Digital – the digital Centrex lines shall be provided from or shall emulate the digital Centrex line signaling of a Nortel DMA 100 central office and shall be configured to operate with Nortel Meridian Business Set MBS II. VDOT will provide Nortel Meridian Business set model #M5316. Two of the model #5316 digital telephone sets will be equipped with Nortel model #M522 Meridian Mate Expansion modules.
 - c. Software only numbers.
2. Features – the features listed below shall be available with each analog and digital line at no additional cost.
 - a. Direct Inward Dialing (DID)
 - b. Direct Outward Dialing (DOD)
 - c. Ability to selectively allow or deny lines/trunks the ability to place long distance (toll) calls via the use of NXX/NPA allow and or deny lines the ability to place local calls (intercom dialing only), ability to restrict access to 700 and 900 dialing (either/or/both).
 - d. Unlimited calling to local calling area with no additional charges above the applicable (flat rate) monthly service charge for analog and digital lines
 - e. Minimum four (4) digit Station-to-Station calling (intercom)
 - f. Call Hold
 - g. Call Transfer (internal and external)
 - h. Call Pick-up (group and directed)
 - i. Call Trace
 - j. Consultation Hold
 - k. Three –way calling (conference)
 - l. Call Forwarding-busy, no-answer, and all calls
 - m. Incoming Calling Line Identification (ICLID), which is also referred to as caller identification (“caller ID”)
 - n. Call Waiting
 - o. Speed calling
3. Centrex Trunks – also referred to as Network Access Registers (NARs). The service shall be initially installed with twelve (12) Centrex Trunks. For the duration of the contract, the service shall be maintained with a minimum of 4:1 line to trunk ration. Vendor should notify DIT’s Integrated Telecommunications Division, Voice Engineering Manager, when line to trunk ration exceeds the 4:1 standard. However, no adjustments to the quantity of trunks placed into service shall be made without a firm written order from the DIT. The Voice Engineering Manager can be reached at 804/692-0716.

Mandatory Technical Requirements - Centrex Continued

4. Voice Mail – each Centrex line shall be capable of being equipped with a voice mailbox that provides a minimum of fifteen (15) minutes of message storage capacity. The voice mail service shall allow interactive messaging among voice mailboxes within the Centrex to provide capabilities such as message forwarding, broadcast messages, etc. The voice mail service shall be integrated with the Centrex service to automatically activate the visual message waiting indicators of a system compatible ISDN or digital telephone set when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected. An audible (stutter dial tone) messaging waiting tone shall be activated on Analog lines which indicate to user that a message is in the voice mailbox and shall automatically deactivated when the messages in the voice mailbox have been reviewed and properly processed.
5. Primary Interexchange Carrier (PIC) – MCI is the Commonwealth's current preferred inter-exchange carrier for intraLATA, intrastate and interstate long distance. The vendor shall provide Equal Access to all Inter-Exchange Carriers (IXCs) and allow the Commonwealth to change the PIC to MCI or any other IXC the state may elect to use in the future.
6. Centrex Number Ranges – Number portability is required for the following number ranges:
 - 804/774-2300 through 2345
 - 804/774-2828 through 2829
7. The Commonwealth shall have to ability to add additional blocks of 20 as needed. Vendor to insure that numbers not assigned are placed in reserve for future use.
8. Initial service order to vendor will request the establishment of the new account, identify the parameters on the service offering as agreed to in the contract and request new telephone number range. Subsequent orders to follow for the actual installation of services after this process is completed.
9. Initial installation- the initial install will be approx. 36 digital Centrex lines, 5 Analog Centrex lines and 13 voice mailboxes for the Department of Transportation, Residency Office, 1013 W. Atlantic St. South Hill, VA 23970. For the additional locations, there should be no minimum line requirements.

Mandatory Training Requirements - Centrex

1. Training – hands on training of the use of the service for all agency users. Training shall be provided using fully functioning Centrex service and telephone equipment provided by the agency.
2. Training Material – customized training material, i.e., operation manual, instruction cards, logs, etc., shall be provided in conjunction with a verbal explanation of the system features and configuration

SERVICE ORDER GENERAL DESCRIPTION:

DESCRIPTION PAGE 2 OF 2

PLEASE INSTALL ONE LOCAL TOUCH TONE FLAT RATE BUSINESS LINE FOR FAX LINE. TERMINATE ON A NEW RJ11C JACK IN THE ANYTOWN AREA HEADQUARTERS. CONTACT WILL PROVIDE EXACT LOCATION OF JACK INSTALLATION.

- * PIC MCI AS THE INTER/INTRA-LATA CARRIER.
- * PROVIDE LIST OF MONTHLY RECURRING CHARGES ASSOCIATED WITH LINE.
- * BILL THIS TO DIT ACCOUNT NUMBER XYZ5406795555.

----- MCI -----

PLEASE ADD THE LINE SHOWN ON THE FACILITY SHEET TO THE COVANET-ON-NET DATABASE FOR LONG DISTANCE AND INTRA-LATA CALLING.

***** END SERVICE ORDER 102001-999-TCS *****
***** END SERVICE ORDER 102001-999-TCS *****
***** END SERVICE ORDER 102001-999-TCS *****
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TOTAL NUMBER OF PAGES FOR THE ORDER: 2

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SOLICITATION INSTRUCTIONS

REV. 12/15/00

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
 Street or Box Number
 City, State, Zip Code
 Due Date Time
 IFB No.

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

- A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)
- B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (<http://asd.state.va.us>) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manager, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 11-52D, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions, hereinafter referred to as "Contract" or "Agreement", by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology), on behalf of the Virginia Department of Transportation (VDOT) Residency Office, will acquire "central office-based" local exchange telephone services "Services" to include installation from Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor." It will be at the discretion of DIT to extend the Services identified herein to other "Authorized Users": other state agencies, institutions and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA).

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act.

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subContract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be

researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. PRECEDENCE OF TERMS

Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the Services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

a. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

b. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the

parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

17. DEFAULT

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

18. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

19. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly specify and identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

20. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

21. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- d. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

22. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of 10 days.

23. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subContract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

24. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

25. INITIAL INSTALLATION DATES

- a. The Contractor shall deliver/install the requested Services ready for use, within thirty calendar days after receipt of a properly executed Telecommunications Service Order from DIT, for the initial installation.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.
- c. If the Services are not delivered/installed within the time specified herein, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver/install the proposed equipment as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

26. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 7.

27. NON-APPROPRIATION

All funds for payment of Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

28. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

29. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements,

negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

30. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

31. TERM

The Term of this Contract shall be from the date of initial Services acceptance and continue for 24 months, unabated. The Commonwealth may, in its own discretion, renew this Contract for 3 additional twelve month intervals. The Commonwealth shall issue written documentation within 30 days of the commencement of any renewal period, to the Contractor.

32. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

33. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

34. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b)

defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

35. SITE PREPARATION

a. Equipment environmental specifications, if required, for the equipment to be delivered under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.

b. The State shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Contractor.

36. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, equipment, software and Services are subject to inspection and testing by the State, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion of installation by the Contractor to test, evaluate and accept the materials, Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the thirty (30) day period). If the Contractors materials, Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor. To qualify for acceptance, the Contractor must certify that eh Services have operated, without interruption for a minimum of 72 consecutive hours and all required documentation has been delivered.

Acceptance shall be effective for the purpose of making payment, however, acceptance by the State following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, equipment, software or Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

37. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge for a period of one (1) year from the date of installation. The State reserves

the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

38. GUARANTEE (WARRANTY)

Contractor will provide on-site warranty services (labor, parts and travel) for the initial Term and any renewals thereafter. Contractor shall act as sole point-of-contact for all warranty conditions. The Contractor shall provide a single point of contact for the reporting of service problems, and this contact shall be available twenty four hours a day, seven days a week. The Contractor warrants that the Services will conform to its published specifications and industry standards.

39. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the equipment or Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

40. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth herein, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

41. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified herein or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

42. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

43. WARRANTY RESPONSE

The Contractor shall provide on-site warranty service for Services during the PPM for the Contract Term and any renewals thereof. The Contractor shall acknowledge receipt of notification within one hour that a problem with the Service exists. The Contractor shall respond On-site within four hours if the problem remains undiagnosed. The Principal Period of Maintenance (PPM) is hereby defined as 24 x 7 x 365. The State may alter the PPM by requesting a change, in writing, thirty (30) days prior to the requested change in the PPM, subject to mutual agreement between the parties.

44. CREDITS FOR DENIAL OF SERVICE

The Commonwealth shall be credited a prorated portion of the applicable monthly service charge for each occurrence during which the Service is denied due to service failures and disruptions for any four hour or more. The maximum amount of any credit for any month period shall not exceed the Contractor's monthly Services' rates for that same monthly period.

45. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

46. UNIVERSAL SERVICE FUND

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

47. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's Services offering include any goods or Services to be supplied by another party, the Contractor agrees as follows:

- a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of Contract with regard to all obligations under this Agreement.
- and
- b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's products or Services, and that such other party has agreed in within that it has no objection thereto.

48. TERMINATION FOR CONVENIENCE

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. There are no additional financial obligations to the Commonwealth upon termination for convenience. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

Any individual TSO under this Agreement may be terminated, in whole or in part, by the Commonwealth for its convenience, at any time by 30 days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience, i.e., circuit or service life. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

49. TELECOMMUNICATIONS SERVICE ORDER (TSO)

During the term of this Agreement, the Commonwealth may deliver written Telecommunications Services Orders (TSOs) to the Contractor. To be valid, the TSO must be signed by an Ordering Officer authorized to bind the Commonwealth Contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Commencement Date for each Service. The Contractor shall provide a dedicated FAX number to receive all TSOs, and telephone numbers of both primary and backup ordering Contracts.

Upon receipt of a TSO via either regular mail, facsimile or electronically, the Contractor shall provide acknowledgement of receipt of the TSO within 24 hours. The Contractor shall provide a written confirmation of each Order to DIT no less than 72 hours prior to DIT's requested due date. This written confirmation shall include but not limited to the following:

1. A verification of service to be provided, including phone or circuit numbers, and verification that the TSO is technically correct, and
2. The date the Services will begin, and
3. The Contractor's service order number, and
4. Name and telephone number for the Contractor Contract for the TSO, and
5. A verification of the charge for each item (Service) to be provided

TSOs involving up to ten Centrex lines shall be completed within 10 calendar days after Contractor's verification. TSOs involving up to 30 Centrex lines shall be completed within 20 calendar days after Contractor's verification. Installation dates shall be mutually agreed to for all TSOs identifying more than 30 Centrex lines.

50. ORDERING OFFICERS

DIT's authorized Ordering Officer's authority shall cover the issuance of written Telecommunications Service Order(s) (TSOs) for Services provided under this Agreement. The Ordering Officer's authority is limited to issuing written TSOs to deliver, activate or deactivate the specific Services available under this Agreement. Under no circumstances shall any Ordering Officer have the authority to modify this Agreement.

DIT appoints the Ordering Officers named below. The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. The Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee of any change in the identity of Ordering Officers.

Ordering Officers are Mr. Phil Johnson, Mr. Don Spangler, and Ms. Margaret Moran.

51. INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. No invoice may include any costs other than those identified in the Schedule. Invoices shall provide at a minimum:

- 1 Type and description of the Service;
2. Charge for each item;
3. This Contract Number, and;
4. Contractor's Federal Identification Number (FIN);

The Contractor shall deliver one consolidated invoice for all Services billed under this Contract. For this one consolidated invoice, the Contractor is required to provide both a paper version and an electronic media version that has been mutually agreed to by both parties. The Contractor's billing cycle must be between the 28th and the last day of the month. The Contractor then must provide an accurate invoice to DIT within the first 10 days of the following month.

DIT will provide to the Contractor, written documentation of all disputed amounts shown on any invoice within 15 days of receipt of said invoice. The Contractor shall provide written evidence within 15 days of receipt of DIT's identification of the disputed amounts, that the disputed amounts are valid. In the absence of the Contractor's written evidence identifying the merit of the disputed amounts, DIT will not pay the disputed amounts and consider the matter concerning the specific identified amounts, closed. Notwithstanding this paragraph, the Contractor may seek relief as delineated in paragraph #30 herein, entitled "Disputes", or any other appropriate section of this Contract.

DIT shall be given 15 distinct separate days to review each invoice. Should the Contractor submit more than one invoice at a time, then the Contractor understands and agrees that DIT may expend up to 15 days reviewing one month's invoice before the review of the next month's invoice may

commence. For every instance whereby the Contractor submits either multiple invoices at one time, or submits additional invoices during DIT's review of a previously submitted invoice, DIT RESERVES THE RIGHT TO REVIEW EACH INVOICE SEPARATELY FOR UP TO 15 DAYS AFTER RECEIPT AND ANY ADDITIONAL INVOICES WILL BE HELD IN ABEYANCE UNTIL EACH SEPARATE MONTH'S INVOICE HAS BEEN REVIEWED, IN CHRONOLOGICAL ORDER.

THE CONTRACTOR REPRESENTS AND WARRANTS THAT DIT IS NOT RESPONSIBLE FOR ANY CHARGES BILLED TO DIT AFTER 90 DAYS OF SERVICE DELIVERY.

THE CONTRACTOR FURTHER REPRESENTS AND WARRANTS THAT DIT IS NOT OBLIGATED TO PAY AGAINST AN INVOICE THAT IS NOT READABLE AND OR VERIFIABLE.

52. MODIFICATIONS

This contract maybe modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

**IFB 200-031
Attachment A
Feature Charges**

| S&E Code | Return Call | Rate Per Line |
|---------------------|--------------------|----------------------|
| FTB1FAB(A) | 1-10 Lines | \$3.50 |
| FTB1FAB(B) | 111-50 Lines | \$2.50 |
| FTB1FAB(C) | 51-100 Lines | \$2.25 |
| FTB1FAB(D) | 101-400 Lines | \$2.00 |
| FTB1FAB(E) | 401 Plus Lines | \$1.75 |

| S&E Code | Repeat Dialing | Rate Per Line |
|---------------------|-----------------------|----------------------|
| FTA1FAB(A) | 1-10 Lines | \$3.50 |
| FTA1FAB(B) | 111-50 Lines | \$2.50 |
| FTA1FAB(C) | 51-100 Lines | \$2.25 |
| FTA1FAB(D) | 101-400 Lines | \$2.00 |
| FTA1FAB(E) | 401 Plus Lines | \$1.75 |

| S&E Code | CallerID w/Name | Rate Per Line |
|---------------------|------------------------|----------------------|
| FTK1FAB(A) | 1-10 Lines | \$7.00 |
| FTK1FAB(A) | 111-50 Lines | \$6.00 |
| FTK1FAB(A) | 51-100 Lines | \$5.00 |
| FTK1FAB(A) | 101-400 Lines | \$4.00 |
| FTK1FAB(A) | 401 Plus Lines | \$2.75 |

| S&E Code | Caller ID | Rate Per Line |
|---------------------|------------------|----------------------|
| FTE1FAB(A) | 1-10 Lines | \$6.00 |
| FTE1FAB(A) | 111-50 Lines | \$5.00 |
| FTE1FAB(A) | 51-100 Lines | \$4.00 |
| FTE1FAB(A) | 101-400 Lines | \$3.00 |
| FTE1FAB(A) | 401 Plus Lines | \$1.75 |

| S&E Code | Selective Call Forward | Rate Per Line |
|---------------------|-------------------------------|----------------------|
| FTG1FAB(A) | 1-10 Lines | \$4.00 |
| FTG1FAB(A) | 111-50 Lines | \$3.50 |
| FTG1FAB(A) | 51-100 Lines | \$3.00 |
| FTG1FAB(A) | 101-400 Lines | \$2.75 |
| FTG1FAB(A) | 401 Plus Lines | \$2.50 |

| S&E Code | Selective Call Acceptance | Rate Per Line |
|---------------------|----------------------------------|----------------------|
| FTE1FAB(A) | 1-10 Lines | \$4.25 |
| FTE1FAB(A) | 111-50 Lines | \$4.00 |
| FTE1FAB(A) | 51-100 Lines | \$3.75 |
| FTE1FAB(A) | 101-400 Lines | \$3.50 |
| FTE1FAB(A) | 401 Plus Lines | \$3.25 |

| S&E Code | Call Block | Rate Per Line |
|---------------------|-------------------|----------------------|
| FTE1FAB(A) | 1-10 Lines | \$4.00 |
| FTE1FAB(A) | 111-50 Lines | \$3.75 |
| FTE1FAB(A) | 51-100 Lines | \$3.50 |
| FTE1FAB(A) | 101-400 Lines | \$3.25 |
| FTE1FAB(A) | 401 Plus Lines | \$3.00 |

| S&E Code | Signal Ring/Call Waiting | Rate Per Line |
|---------------------|---------------------------------|----------------------|
| FTE1FAB(A) | 1-10 Lines | \$4.00 |
| FTE1FAB(A) | 111-50 Lines | \$3.00 |
| FTE1FAB(A) | 51-100 Lines | \$2.75 |
| FTE1FAB(A) | 101-400 Lines | \$2.50 |
| FTE1FAB(A) | 401 Plus Lines | \$2.25 |

Note:

- Line Item # 8 on the pricing page is the total of all options based on the 1-10 line configuration.
- This is per line options cost.

**IFB 200-031
Attachment B
Installation Charges**

Analog and Digital Telephones

| | |
|--|-----------------|
| Administrative Charge | \$ 40.00 |
| Service Connection Charge | \$ 10.29 |
| Premise Visit Charge | \$ 6.78 |
| Labor to install Centrex Business set at the customer location | \$ 75.00 |
| Labor and material for training at the customer location | \$ 75.00 |
| Total | <u>\$207.07</u> |

Voice Mail Boxes

| | |
|--|-----------------|
| Administrative Charge | \$ 40.00 |
| Service Connection Charge | \$ 10.29 |
| Premise Visit Charge | \$ 6.78 |
| Labor and material for training at the customer location | \$ 75.00 |
| Total | <u>\$132.07</u> |

Inside Wiring

| | |
|---|----------|
| Labor and material to install inside wiring at per telephone location | \$162.50 |
|---|----------|

Note:

- Line Item # 9 and 10 on the pricing page is the total of telephone installation charges
- Line Item # 12 on the pricing page is the total of voice mail installation charges
- If wiring is required the listed pricing will apply. This wiring is a single 4pr/24ga-voice cable.
- This is per line options cost.



Scott Fairholm
Agency Director

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

TDD VOICE-- TEL NO
804/371-8076

June 21, 2001

Mr. Barry Pendleton
Sprint
2211 Hydraulic Road
Charlottesville VA 22901

RE: IFB# 2001-0031, Contract VA-010621-SPNT (Contract)

Dear Mr. Pendleton:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this agreement.

This award consists of all items depicted on the Schedule, page 2, and all components as delineated on the Contractor's Attachment A, and Attachment B as attached to his response to the solicitation.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual identified, as shown in block #7, Page 1, of DIT Form 62 / the contract. The DIT point of contact for this procurement is Mr. Dave Butler, and the DIT point of contact for the resulting contract is Mr. Bob Gleason.

Sincerely,

A handwritten signature in blue ink, appearing to be "JD" or "Jeff Davis".

Jeff Davis
Contracts Manager

Enclosure
cc: File